



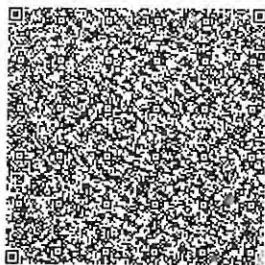
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## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

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|---------------------------|---------------------------------------------|
| Certificate No.           | : IN-DL73124280336801Q                      |
| Certificate Issued Date   | : 08-Jan-2018 11:37 AM                      |
| Account Reference         | : IMPACC (PF)/ dl766013/ DELHI/ DL-DLH      |
| Unique Doc. Reference     | : SUBIN-DL76601349222361217291Q             |
| Purchased by              | : SAMSUNG INDIA ELECTRONICS PRIVATE LIMITED |
| Description of Document   | : Article 5 General Agreement               |
| Property Description      | : Not Applicable                            |
| Consideration Price (Rs.) | : 0<br>(Zero)                               |
| First Party               | : SAMSUNG INDIA ELECTRONICS PRIVATE LIMITED |
| Second Party              | : Not Applicable                            |
| Stamp Duty Paid By        | : SAMSUNG INDIA ELECTRONICS PRIVATE LIMITED |
| Stamp Duty Amount(Rs.)    | : 100<br>(One Hundred only)                 |



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**This e-Stamp Paper is an integral part of the Agreement for Construction Activities (Project - Expansion of Noida Plant) entered on 12<sup>th</sup> day of March, 2018 between SAMSUNG INDIA ELECTRONICS PVT. LTD. and SAMSUNG C&T INDIA PVT. LTD.**



**Statutory Alert.**

1. The authenticity of this Stamp Certificate should be verified at "[www.shcilestamp.com](http://www.shcilestamp.com)". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

**AGREEMENT FOR CONSTRUCTION ACTIVITIES**  
**(PROJECT- EXPANSION OF NOIDA PLANT)**

This agreement for carrying out the Construction Activities (the "Agreement") is entered on this 12<sup>th</sup> day of March, 2018

**By and between:**

**SAMSUNG INDIA ELECTRONICS PVT. LTD.** (CIN No.: U31900DL1995PTC071387; PAN No.: AAACS5123K, GSTIN: 09AAACS5123K1ZB), a company incorporated under the Companies Act, 1956 and having its Registered Office at 6<sup>th</sup> Floor, DLF Centre, Sansad Marg, New Delhi -110001 and having one of its manufacturing plant at B-1 Sector-81, Phase-II, Noida 201305 (the "Company", which expression shall, unless repugnant to the context or meaning thereof include and be deemed to include its successors and permitted assigns) of the one Part;

and

**SAMSUNG C&T INDIA PVT. LTD.** (CIN No. U45400HR2007FTC048709; PAN No.: AALCS2873B; GSTIN No. 09AALCS2873B1Z8), a company incorporated under the Companies Act, 1956 and having its Registered office at 18<sup>th</sup> Floor, Block C, Building No.5 (Cyber Terraces), Cyber City, DLF Phase-III, Gurgaon 122 002 India (the "Contractor", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the other Part.

Hereinafter, the "Company" and the "Contractor" shall individually be referred to as a "Party", as per context and collectively as the "Parties".

**WHEREAS:**

- (1) the Company has one of its manufacturing facility located at B-1, Sector-81, Phase II, Noida-201305, India (the "Noida Plant") and the Company is desirous of expanding such Noida Plant;
- (2) the Company had made an application to the New Okhla Industrial Development Authority (the "NOIDA") for allotment of land and consequent to the allotment made by NOIDA to the Company, a lease deed dated 05.07.2017 for an area of 129,000 sq. metres has been executed by NOIDA with the Company in respect of land located at 001C, Block-B, Sector-81, Phase-II, Noida, Uttar Pradesh (*referred to as "Site" as also defined herein after in clause 1.1.13*); the Company is desirous to expand its existing the Noida Plant by carrying out construction and connected activities at the Site so as to implement the Project (*as defined hereinafter in Clause 1.1.10*) related to expansion of its existing manufacturing facilities;
- (3) the Contractor has represented that it has the requisite resources, skilled manpower, competence and expertise to carry out the activities related to construction in connection with the Project at Site which shall be carried out in accordance with the international standards;
- (4) the Company based on the assurances and representations made by the Contractor and subject to the terms and conditions as set herein in this Agreement has engaged the Contractor to carry out the Works;



**NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:**

**1. DEFINITION AND INTERPRETATION**

**1.1. Definition**

In this Agreement, the following words and expressions shall have the meanings hereby assigned to them except where the context requires otherwise.

- 1.1.1. **"Applicable Laws"** includes all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, tribunal, board, court or other quasi-judicial authority;
- 1.1.2. **"Commencement Date"** means the date of commencement of the Works as specified in Clause 3.1;
- 1.1.3. **"Construction Equipment"** means all appliances/equipment and things of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the Works but does not include materials or other things intended to form or to be incorporated into the Work;
- 1.1.4. **"Confidential Information"** means any and all information (whether in written, oral, electronic or other format) including but not limited to the technical, financial and business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of the Company and its affiliates which is disclosed to or otherwise learned by the Contractor in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);
- 1.1.5. **"Documents"** means collectively the designs, Drawings, specification, schedule of quantities and rates and such other documents which are agreed to between the authorized representatives of the Parties in connection with the Works;
- 1.1.6. **"Drawings"** shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the Company and such other drawing as may, from time to time, be furnished to or approved in writing by the Company;
- 1.1.7. **"Final Completion Certificate"** means the certificate, regarding the satisfactory compliance of all the provision of the Agreement, which is issued in accordance with **Annexure-III** (Form of Final Completion Certificate) which is duly signed by the authorized representative of the Company, after the entire Works has been completed in accordance with the Agreement;
- 1.1.8. **"Force Majeure"** means an exceptional event or circumstance including war, hostilities, invasion, act of foreign enemies within the country, rebellion, terrorism, revolution, insurrection, military or usurped power or civil war within the country, any operation of the forces of nature affecting the Works which were unforeseeable or



against which a Contractor could not reasonably have provided against before entering into the Agreement; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party;

- 1.1.9. **"Phase-II"** shall mean 2<sup>nd</sup> phase of the Project which is to be performed by the Contractor under this Agreement.
- 1.1.10. **"Project"** shall mean and refer to all the activities/investments undertaken by the Company in connection with the planned expansion of its manufacturing facility located at Sector-81, Noida in the State of Uttar Pradesh.
- 1.1.11. **"Retention Amount"** means 5 (five) % of the Total Costs which is to be deducted as the Retention Amount by the Company from the invoice(s) submitted by the Contractor. Such Retention Amount would be accumulated from each of the interim payment made to the Contractor by the Company from the payment to be made for the Works completed as per the terms of this Agreement;
- 1.1.12. **"Scope of Work"** means the Contractor's scope of work for the Works and more specifically mentioned in **Annexure-I** (Scope of Work) of this Agreement and/or as may be additionally agreed by the Parties in writing;
- 1.1.13. **"Site"** means the land located at plot no. 001C in Block-B of Sector-81, Noida-201305 Uttar Pradesh and includes location, right of way and/or other places on, under, in or through which the Works is to be carried out by the Contractor;
- 1.1.14. **"Site Office"** means the site office to be used by the Contractor for the execution of the Works at the Site under this Agreement;
- 1.1.15. **"Specification"** shall mean all directions, the various technical specifications, provisions attached and which pertain to the method and manner of performing the Works or the quantities and qualities of the Works and the materials to be furnished under the Agreement for the Works, as may be amplified or modified by the Company which is agreed by the Contractor during the performance of the Works in order to provide the unforeseen conditions or in the best interests of the Project;
- 1.1.16. **"Subcontract"** means a subcontract awarded by the Contractor to a Subcontractor;
- 1.1.17. **"Subcontractor"** means any person engaged as a subcontractor or a manufacturer, supplier of any goods, materials, labour or services for the Works or any person to whom a part of the Works has been subcontracted by the Contractor with the consent of Company and the permitted legal successors in title, but not any assignee of any such person;
- 1.1.18. **"Time for Completion"** means the date of time for completion of the Works as specified in Clause 3.1;
- 1.1.19. **"Total Costs"** means the cost which defined in the Clause 4.1;



- 1.1.20. **"Warranty Period"** means the period of 12 (twelve) months beginning from the date on which the Final Completion Certificate is certified by the authorized representative of the Company;
- 1.1.21. **"Works"** shall mean and include all items and things to be supplied & provided and any of services & activities to be performed by the Contractor pursuant to this Agreement, or part thereof as the case may be and shall include all extra, additional, altered or substituted work as required for purpose or under this Agreement;
- 1.1.22. **"Working Days"** means any day on which the manufacturing unit of the Company located at Noida would be functioning.

## 1.2. **Interpretation**

In this Agreement, unless the context otherwise requires,

- 1.2.1. Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder.
- 1.2.2. The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity).
- 1.2.3. The headings are inserted for convenience and are to be ignored or the purpose of Works or interpretations of this Agreement.
- 1.2.4. The words "include" and "including" are to be construed without limitation.
- 1.2.5. The Annexures to this Agreement would form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.
- 1.2.6. The body of this Agreement and Annexure to this Agreement shall be mutually explanatory of one another. If an ambiguity or discrepancy is found among above documents, more stringent term will be applied subject to Clause 19 of this Agreement.
- 1.2.7. Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference.
- 1.2.8. Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by the Company or the Contractor shall be valid and effectual only if it is in writing under the hands of duly authorized representative of Company or Contractor, as the case may be and not otherwise.



## **2. SCOPE OF WORK**

- 2.1. The Contractor shall carry out the Works as mentioned in **Annexure-I** (Scope of Work). The performance of the Works and the deliverables provided by the Contractor shall comply in all aspect with the Documents and the terms of this Agreement. The Contractor shall provide all necessary materials, Construction Equipment, labour etc. for the execution and maintenance of the Works until completion of its obligations under the Agreement. The agreed proposed layout of the buildings to be constructed on the land at Site shall be as per **Annexure - II** (Layout for the Buildings at the Site).
- 2.2. The Works shall be executed strictly as per the Time for Completion as specified in Clause 3.1 or as may be mutually agreed by the Parties. The Time for Completion shall include the time required for mobilization of resources and materials, construction, rework, repairs (if any) and for the completion in all respects, of the entire Works under this Agreement to the satisfaction of the Company. The Works completed by the Contractor shall be duly certified by the authorized representative of the Company upon the completion of the all the Works enumerated agreed to be performed under this Agreement.
- 2.3. Upon completion of the entire Works, the Contractor shall request issuance of the Final Completion Certificate to authorized representative of the Company. On successful completion of the entire Works and upon the Company being satisfied in respect of the Works performed by the Contractor, the Final Completion Certificate as per **Annexure-III** (Form of Final Completion Certificate) shall be signed by the authorized representative of the Company. The date on which such Final Completion Certificate is signed shall be deemed to be the date of acceptance of the Works and the Warranty Period in respect of the Works shall be deemed to start from that date.
- 2.4. Upon completion of the Works, the Contractor shall submit three sets of Drawings (final) of printed copy and one set of the same in the electronic mode (in soft) to the Company. Such Drawings shall be handed over to the authorized representative of the Company when request for approval of Final Completion Certificate is made to the Company.
- 2.5. No amendment, variation or other change in the Scope of Work shall be valid unless approved by the duly authorized representatives of the Parties. For the change of the Scope of Work, the Parties shall be required to have mutual agreement before any change in the Scope of Work. The Contractor agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to be completed and delivered as per the obligations set out in this Agreement. For avoidance of the doubt, before agreeing by the Parties, the Contractor shall not be obliged to comply with any change in the Scope of Work.

## **3. TIMELINES**

- 3.1. The Works by Contractor and this Agreement shall be deemed to commence from **5<sup>th</sup> July, 2017** (the "Commencement Date") and the Works shall be executed in a manner so as to complete the entire Works under this Agreement in connection with the Project by **31<sup>st</sup> August, 2018** (the "Time for Completion"). This Agreement shall be valid till 31.08.2018 and can be further extended on the basis of mutual agreement between the Parties and can be terminated, as per the terms of the Agreement.



- 3.2. The Contractor shall ensure that the entire Scope of Work is completed within the Time for Completion unless there is any change in the Scope of Work under Clause 2.5 of this Agreement and/or there is an excusable delay event under this Agreement. The Contractor's failure to complete the Scope of Work within Time for Completion other than above reasons, then the Contractor shall be under an obligation to pay the Liquidated Damages to the Company for an amount, as per Clause 10 of this Agreement.
- 3.3. In case of the Force Majeure (*as defined in Clause 1.1.8 of this Agreement*) conditions, the Party affected shall provide the notice in writing within 7 (seven) days giving the details of the conditions affecting the Time for Completion and such timely notification shall be considered as Force Majeure event.
- 3.4. In case of such Force Majeure event, the Parties shall mutually discuss and decide any extension of the Time for Completion of the Works and/or any part of the Works, as may be required to be performed by the Contractor.

#### **4. PAYMENT TERMS**

- 4.1. Subject to the execution of the Works to the satisfaction of the Company; upon due fulfillment of all obligations under this Agreement; the Works being certified by the authorized representative and upon receipt of correct invoice(s) along with the required supporting documents, the Company shall, as per **Annexure-IV** (Payment of the Total Costs) of this Agreement, pay the amounts to the Contractor for the completed Works (hereinafter referred to as the "Total Costs"). The approval taken from the authorized representative of the Company in writing shall be deemed to complete the process of certification. The Final Completion Certificate shall be provided to the Contractor as per Clause 2.3 of this Agreement.
- 4.2. The Total Costs, however, may vary owing to any increase or decrease in the Works performed and the resultant actual costs incurred by the Contractor in performance of the Works. Any variation in the Total Costs in connection with the Works shall not be valid unless it is pre-agreed in writing by the authorized representatives of the Parties.
- 4.3. The Total Costs shall include the entire payment for the provisioning of labour by the Contractor for the Works (including payment to Subcontractor(s), if any), all Construction Equipment, materials, power, water, plant and machinery, tools, transportation, framework, scaffolding, management fee of the and all octroi, levies, royalties, fees, insurance premiums, contribution towards its employees benefits and funds and all serviceman activities. The Total Costs shall also include the Contractor's establishment, infrastructure, overheads, all other charges, and shall generally be inclusive of every costs and expense (including Custom Duty) to be borne by the Contractor for the proper execution and successful completion of the Works under this Agreement, in conformity with the Documents and the reasonable engineering and construction practices. The Company shall not be liable to make payment (including taxes/duties) to any third party for any material procured in connection with the Works for and on behalf of the Contractor.
- 4.4. The Company shall be entitled to make the necessary deductions / adjustments, as required under the Applicable Laws, including any deduction which is required in respect of the works contract tax related to the Works performed, owing to Good and Service Tax (GST) at the Site. The Company may also make proportionate deduction of any advance amount provided to the



Contractor. Revision of the Total Costs, if any shall have to be pre-agreed mutually between the Parties in writing through the authorized representatives of the Parties.

- 4.5. The Contractor shall submit the running invoice(s) as per the Works done within a week of the generation date of the invoice(s) and after due verification thereof by the authorized representatives of the Company. Such invoice(s) shall be complete, accurate and have all the relevant supporting documents. The Contractor shall waive any charge for the Works that is not invoiced within six months after the end of the month in which such Works is approved and certified by the authorized representative of the Company. The Contractor shall be paid only for the actual Works performed at the Site, which is approved and certified by the authorized representative of the Company. Payment shall be made within 10 (ten) Working Days of the receipt of invoice(s) along with all the supporting documents by the Company. All the payments to the Contractor shall subject to: (a) applicable Liquidated Damages under Clause 10 of this Agreement; (b) statutory deduction which are required to made by the Company; and/or (c) of any amount due to any statutory authority which results or arises on account of noncompliance or partial compliance by the Contractor of any statutory requirement.
- 4.6. The Company shall retain 5% (five percent) of the amount mentioned in invoice(s) (excluding taxes) as Retention Amount. All such accumulated Retention Amount shall be released to the Contractor along with the payment of the final invoice as is submitted for the Works performed under this Agreement and upon the issuance of Final Completion Certificate in respect of the Works by the authorized representative of the Company, subject to submission of the bank guarantee (the "Bank Guarantee") as per **Annexure-V** (Form of Bank Guarantee) by the Contractor to the Company, at least 15 (fifteen) days prior to the release of the such Retention Amount as per the conditions mentioned in **Annexure-IV** (Payment of the Total Costs) of this Agreement. The Bank Guarantee shall be for an amount which is equivalent to the value of Retention Amount [i.e. 5% of the Total Costs (excluding taxes)]. The Bank Guarantee shall have to be issued from a scheduled bank as is approved by the Reserve Bank of India.
- 4.7. The Contractor shall provide such information/confirmations in respect of any amount, account balance as may be required by the Company from time to time. Balance confirmation shall be provided for every quarter of the calendar year within 30 (thirty) days following the end of such relevant quarter.
- 4.8. The Parties shall discuss and consult each other having due consideration of any development or change in statutory laws relating to tax having material bearing on the obligations of the Parties under this Agreement. Necessary changes shall be agreed upon in writing to meet the requirement of the GST and /or to meet any financial implication resulting therefrom.

## **5. OBLIGATIONS OF THE PARTIES**

### **5.1. Company's Obligation**

- 5.1.1. Subject to the Contractor's fulfillment of its obligations under Clause 4.1 and upon certification/approval by the authorized representative of the Company, the Contractor shall be paid the amount as is due and payable under this Agreement within a period of 15 (fifteen) days from the submission of relevant invoices.



- 5.1.2. The Company shall arrange for any permission that is required from Pollution Control Board; local authority in respect of building; permission related to electricity or any permission from the Fire Department. The same shall be arranged by the Company and would be shared (if required) to the Contractor.
- 5.1.3. The Company shall allow reasonable access to Site as is required by the Contractor to carry out the Works in accordance with this Agreement.
- 5.1.4. The applicable Cess under the Building and Other Construction Workers' Welfare Cess Rules, 1998 shall be borne by the Company and deposited with the relevant authority. The Contractor shall be sharing on a monthly basis the relevant details (including the details of the progress of the Works) to the Compliance Team of the Human Resource Department of the Company, as per their requirements.
- 5.1.5. If the Company's instructions and/or approvals are required for the Contractor's timely performance of the Works, then the Contractor shall notify such issues to the Company in writing. Upon receipt of such notice, the Company shall give instructions and/or approval in timely manner to the Contractor. If the Company fails to reply in timely manner and such late reply affect and delays the Time for Completion then reasonable adjustment of the Time for Completion shall be allowed to the Contractor.

## 5.2. Contractor's obligation

The Contractor shall have the following obligations:

- 5.2.1. Provision for water and power, equipments: The Contractor shall make suitable arrangements for the provision of supply of water and electricity which may be required for carrying out the Works at the Site under this Agreement. The Contractor shall make its own arrangement to maintain all service lines, storage tanks and pumps as may be required with regard to the Site Office, power, drinking water, utility water, sanitation and disposal of sewage at its own cost. However, in case the Contractor requests to the Company for supply of any resources (water, power, manpower etc.), the Company may in its discretion arrange the same.
- 5.2.2. Arrangement of manpower: The Contractor shall ensure to deploy adequate number of qualified and competent manpower resources to carry out the Works as specified in this Agreement in accordance with the Documents and requirement of the Company. In case the Company requests that any personnel of the Contractor be replaced with reasonable ground, the substitution of such personnel shall be accomplished by the Contractor pursuant to a mutually agreed upon schedule. The Contractor shall have the exclusive right to decide the number, qualification, experience, categories, working time and other criteria of personnel required for rendering any Works under the Agreement. The Contractor shall be responsible for the selection, hiring, removing, assigning, re-assigning and supervising the personnel and shall employ sufficient number of personnel, in the assessment of the Contractor, to provide the Works in a prompt manner while maintaining optimum levels of efficiency. The Contractor either by himself or through his designated representative



shall ensure the coordination of the day to day activities. In the event the Contractor is removing such designated representative, then the Contractor shall remove such designated representative with prior written intimation to the Company. The Contractor or such representative shall keep the Company informed through report by end of the business day.

- 5.2.3. Compliances with the Applicable Laws: Manpower deployed by the Contractor shall be deemed to be employees or the representatives of the Contractor and shall under no circumstances be considered employees of the Company. The Contractor shall be liable for all the acts, deeds or things done by its employee, representative or other personnel deployed, whether the same is within the scope of instructions or outside the scope of instructions set out by the Company in the Agreement. The Contractor shall be responsible to comply with the provisions of all Applicable Laws including but not limited to the Income Tax Act, 1961, all environment related laws, Legal Metrology Act, 2009 & related Rules and labour laws viz. Employees Provident Funds and Miscellaneous Act, 1952; Employees' State Insurance Act, 1948; Contract Labour (Regulation and Abolition) Act, 1970; Payment of Wages Act, 1936; Maternity Benefits Act, 1961; The Minimum Wages Act, 1948; Interstate Migrant Workmen (Regulation of employment and conditions of Service) Act, 1979; Child Labour (Prohibition and regulation) Act, 1996; Employees' Compensation Act, 1923. The Contractor shall have to keep valid registration with the relevant authorities as may be required under the Central, State or local laws. No individual shall be deployed for any of the activities as is prohibited by any law (such condition may relate to age, condition of employability, duration etc.). The Contractor shall also maintain registers and file such returns as are required under any law, rules or regulations. The Contractor would follow all the decisions, directions, order, rules, regulations and notifications as may be issued by the statutory authorities or Courts. The Contractor shall ensure to comply with the entire requirements under GST. Proper documentary evidence as may be required by the Company in order to seek compliance of the provisions under GST/Applicable Laws by the Contractor shall be provided upon the request of the Company. In addition to the conditions mentioned under Clause 4.1, the payment to the Contractor shall be released only upon submission of certificate(s) or other documents which the Company may seek from the Contractor in respect of its compliance with the requirements under the law or under the provisions of this Agreement. However, any such payment made by the Company to the Contractor shall not relieve the Contractor from its obligations under the Agreement. The Contractor or its engaged Subcontractor shall respond to any notice from the Government/statutory authority in a timely manner and with prior information to the Compliance Team in Human Resource Department of the Company.

- 5.2.4. Engagement of Subcontractors: In case of the Contractor wishes to subcontract the performance of any of the Works, the Contractor shall give the Company reasonable prior notice with the following details: (a) name, address of the proposed Subcontractor(s) and details of its personnel; (b) subject matter of the Subcontract; (c) confirmation that Contractor or any Subcontractor(s) (as appropriate) has, or will prior to the commencement of such subcontracting, comply with the condition of this Clause; and any additional information as may be



required by the Company. The Contractor shall procure that the relevant Subcontractor(s) will enter into a written contract which will impose the similar obligations as that of the Contractor with regard to performance of its obligation in respect of the Works to be performed under this Agreement. The Contractor shall ensure that the engaged Subcontractors have requisite license and registration required under the Applicable Laws for carrying out the Works under this Agreement and all the connected documents must be obtained and shared the Compliance Team in Human Resource Department of the Company. The Contractor shall also ensure all compliances by the engaged Subcontractors. In case of any non compliance, the entire liability in respect thereof shall be of the Contractor. The Contractor shall remain liable to the Company for the acts and omissions of such subcontractor(s) as if they were the acts or omissions of the Contractor under this Agreement.

- 5.2.5. Permissions, approvals and consents: All other permission, approvals, consents, authorizations (except as provided by the Company in accordance with Clause 5.1.2) in respect of the Works shall have to be arranged by the Contractor at its own costs. The Contractor shall also share the process and procedure manuals for all relevant devices and equipment(s) utilized in the provision of the Works under this Agreement.
- 5.2.6. Ensure suitability of Site for the Works: Before undertaking the Works and deputing its resources at the Site during the period of this Agreement, the Contractor shall ensure to its satisfaction that the Site/locations where its resources are to be deputed for the performance of the Works are safe as per statutory norms and its own safety policy and processes. The Contractor and its employees/representatives, while they are at the Site, shall comply with the directions issued from time to time by the Company. Site area shall be maintained to meet the requirements under the environmental laws & rules, including any requirement notified under any regulation(s), notification(s) issued by any statutory authority or by an order of any Tribunal or Court.
- 5.2.7. Access and Conduct: Access to any location(s) within the Site shall be made available to the Contractor and its personnel on an "as is, where is" basis by the Company. The Contractor shall ensure that the persons deployed by it at the Site/location shall not enter into any area other than those areas specifically permitted by the Company. The Contractor agrees to ensure that its employees, agents, and representatives shall not use the location, for the following purposes: a) for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or b) in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality). The Contractor agrees to ensure that its employees, agents, and representatives shall maintain discipline and decorum at the Site/location and shall not misuse or cause any nuisance at the Site/location premises or inconvenience to any other person thereat. The Company can seek withdrawal of the said employees, agents, and representatives in case of theft, fraud and acts that constitute moral turpitude and the Contractor shall immediately withdraw such personnel from the Site/location where he/she is deployed. The Company may depute any employee or its



representative to carry out inspection so as to monitor the carrying out of the services connected with the Works or to assess the performance of the Works.

- 5.2.8. Safety: The Contractor and its workers must strictly take all safety precautions and shall supply to his workers dependable safety appliances like hand gloves, safety boots, safety belt, safety helmets, duster cloth, dust mask/nostril filter etc. In addition to this, the Contractor shall also provide additional safety appliances as per requirement and follow safe working practices like using fully insulated electrode holders etc. The Contractor shall also ensure that its workmen intelligently use only dependable safety appliances. The Contractor shall take adequate safety precaution to avert accidents. Adequate fire extinguishers / fighting facilities shall be properly maintained and should not be beyond the expiry date. At Site, there should be provision to escape in case of emergency and such space or area should not be blocked. In case of the arising of accident which classified as severe accident in accordance with **Annexure-VI** (Penalty Criteria for Severe Accident), the Contractor shall be responsible for such penalty to the Company.
- 5.2.9. Use of the Site: The Contractor shall not part with or create any encumbrance on the whole or any part of the Site. The Contractor shall not without the prior written consent or approval of the Company or its authorized representative, use the Site for any purpose other than for the purpose of execution of the Works under this Agreement. The Contractor shall ensure that all the material used for the purpose of creating temporary structure, boundary wall shall be duly dismantled upon completion of the entire Works and as per its instructions would be handed over to the Company. The Contractor shall allow access to and use of the Site and/or the facilities as may be required by the Company or its authorized representatives. The Contractor shall ensure that any existing utilities on, under or above the Site and any existing roads or right of ways are kept in continuous satisfactory use, if necessary by the use of suitable temporary or permanent diversions. The Contractor shall not be entitled to exclusive possession of or uninterrupted access to any part of the Site. The Contractor shall ensure that only such of the individuals access the Site on its behalf as a required for the purpose of this Agreement. Proper check and control shall be maintained at the Site in this regard.
- 5.2.10. Sharing and Protection of Information: The Contractor shall keep abreast of the relevant technical, managerial and operational requirements applicable to the provision of Works. The Contractor shall keep all Confidential Information of the Company and/or third party as provided by the Company in strict confidence and shall use as per the instructions and only for the purpose of the performing the Works assigned for the benefit of the Company. The Contractor shall adhere to the terms of use of any information and shall not use the same for any other purpose, except with the prior written consent of the Company. The Contractor and its employees, representatives and agents shall demonstrate utmost care, sensitivity and strict confidentiality in respect of all such information. The Confidential Information shall remain the exclusive property of the Company and the requirement of maintaining confidentiality in respect of the



Confidential Information shall survive any termination and/or expiration of this Agreement.

- 5.2.11. Antiquities: All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall be deemed to be the absolute property of the Company, except as may be the requirement under the Applicable Laws. The Contractor shall take reasonable precautions to prevent its workmen or any other persons from removing or damaging any such article or thing and shall, immediately upon discovery thereof and before removal, acquaint the Company of such discovery and carry out the Company's instructions for dealing with the same. If above founding affect the Time for Completion, then relevant adjustment for the Time for Completion shall be mutually agreed by the Parties.
- 5.2.12. The Contractor shall arrange for and provide the following to the Compliance Team in Human Resource Department of the Company: (i) Copy of the registration certificate under the Employees Provident Funds and Miscellaneous Act, 1952; (ii) Copy of the registration certificate under Employees' State Insurance Act, 1948; (iii) Copy of the license obtained under the Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall also on a monthly basis provide to such team, the following documents: (i) Muster Roll Form-12 under the Factories Act, 1948 for all its manpower deployed at Site (by 10th of every month); (ii) Wages Register duly signed by the workers as is required to be maintained under the provisions of the Payment of Wages Act, 1936 and Contract Labour (Regulation and Abolition) Act, 1970 (by 10th of every month); (iii) Challan submitted under Employees Provident Funds and Miscellaneous Act, 1952 and cleared by bank (by 15th of every month), an undertaking (on the letter head) in respect of the contribution made towards the workers deployed at the Site along with the list of such workers; (iv) Challan submitted under Employees' State Insurance Act, 1948 and cleared for the contribution made for the workers under the Employees' State Insurance Act, 1948 to the relevant authority along with the undertaking (on the letterhead) mentioning such contribution along with the list of workers deployed at the Site. The above documents are not exhaustive and in order to seek compliance under various laws, the officials of such team of the Company may seek other documents and details.
- 5.2.13. Potential dust impact would be generated during the construction related activities. Quantitative fugitive dust assessments must be conducted and effective dust control mechanisms (viz. include covering up the excavated or stockpile of dust material; enclosing the skip hoist for material transport by impervious sheeting etc.) must be implemented so as to meet the requirements of the laws, rules, orders and regulations of the statutory authorities. Construction material shall not be kept on the public road or other place other than Site, unless due permission exist for such usage. The Contractor shall sprinkle water so as to minimize the discharge of dust particles into the air. Proper records shall be maintained for water sprinkled, gate entry of the vehicles entering and moving out of the Site. Tyres of the vehicles shall also be sprinkled with water. Equipments shall be installed to monitor the pollution and records shall be periodically



shared with the Company or upon any specific request received in respect thereof.

- 5.2.14. The debris collected shall be stored properly and would be transported to the collection centers as may be notified by the local authority or be disposed of in accordance with the Construction and Demolition Waste Management Rules, 2016 upon payment of applicable disposal charges. The debris and material shall be duly covered during any such transportation. The operation involving high noise shall not be carried out in the night. The diesel generator (D.G.) sets should be equipped within acoustic enclosure (minimum insertion loss of 25dB or should meet ambient noise standards). The stack height of the D.G. sets should be as per Environment Protection Act, 1986 (as amended). During the activities to be carried out under the Works, the Contractor shall not use the ground water unless it is duly permitted by the statutory authorities/bodies. It shall be ensured that domestic waste generated from temporary tents of labour shall be managed properly and would be disposed through contractor/agencies authorized by the statutory authority in accordance with the statutory requirements. The Contractor shall ensure that a proper safe work permit system is maintained. At all times till the completion of the construction activities under this Agreement, one set of the approved drawings shall be kept at the Site for inspection. All the activities shall be carried out keeping in view the conditions/requirements: of the permission obtained from NOIDA; NOC (No Objection Certificate) from the Uttar Pradesh Pollution Control Board, which have already been provided to the Contractor. The Contractor shall also keep abreast of the developments under the Applicable Laws and perform the construction activities having due regard to any such developments.

## **6. REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 6.1. The Parties each represent and warrant that they are free to enter into this Agreement without violating any third party rights or any agreement or restrictive condition that the Parties may have with any third party. The Contractor warrants that it is not a Party to any arrangement or agreement which will compromise its ability to perform its obligations under this Agreement and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby. The Contractor further has the financial standing and capacity to undertake the Works in accordance with the terms of this Agreement.
- 6.2. The Contractor has complied with all the Applicable Laws in all material respects and shall continue to comply with and abide by the Applicable Laws in its conduct and performance pursuant to this Agreement.
- 6.3. The Company covenants that it has taken all necessary actions to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement.
- 6.4. The Contractor hereby confirms of:
- 6.4.1. having carried out the thorough inspection and examination of the Site and its surroundings and where applicable, any existing structures or works on, over or under the Site;



- 6.4.2. having understood the Works required to be performed under this Agreement and is satisfied that there are no ambiguities, discrepancies, inconsistencies, divergence, or construction impracticalities;
- 6.4.3. having satisfied itself of (a) the nature of the climatic, hydrological, ecological, environmental (including without limitation all hazards and the potential for any contamination of the Site or the sub-soil by any noxious or hazardous substances), general conditions of the Site, (b) the form and nature of the Site, and its adequacy for the purposes of execution of the Works, (c) the possibility of interference by persons (other than the Company) with access to or use of or possession of the Site, (d) the whereabouts of existing services and mains, (e) Local laws, regulations and customs and any laws, (f) adequacy of the details and information made available to the Contractor by the Company and the Contractor having satisfied itself in all respect has agreed to undertake the Works under this Agreement after its complete satisfaction.
- 6.5. The Contractor covenants that the Works under the Agreement shall be carried on in the ordinary and usual course and in a professional and workmanlike manner. The Contractor shall not indulge in any corrupt practices while performing the Works for the Company. In performance of the Works, the Contractor shall use reasonable endeavors not to cause any unnecessary disruption to the Company's normal business operations.
- 6.6. The Contractor hereby represents and warrants that items delivered do not and will not infringe any intellectual property rights held by any third party and that it has all necessary rights, or at its sole expense shall have secured in writing all transfer of rights and consents necessary to make the assignments, licenses and other transfers of intellectual property rights for the Company to own or exercise all intellectual property rights. Without limitation, the Contractor shall secure that all necessary written agreements, consents, permission and transfers of rights from persons, entities or manufacturer(s) in respect of the equipments, machinery which might be installed are obtained so that the required guarantees or warranties are made available to the Company and there is no impediment in exercise of any claim under the warranty in respect of such equipments, machinery or items. The Contractor shall give the complete details of the equipments bought and installed. The information shall be shared with the authorized representative of the Company on all the installation and commissioning done by the Contractor or its Subcontractor(s), if any.
- 6.7. The Parties covenants that no representation or warranty by it contained herein or in any other document(s) furnished by it shall contain any untrue or misleading statement of material fact; or omits or shall omit to state a material fact necessary to make such representation or warranty misleading.
- 6.8. The Contractor further warrants that the Works to be performed under this Agreement shall meet and match the requirements of the approved drawings from NOIDA as has been provided by the Company to the Contractor. There shall be no deviation in construction carried out by the Contractor and in case any an authorized deviation is observed or any objection(s) are raised by NOIDA then in such an event, the Contractor shall arrange for the removal/correction of the deviation to meet the requirement. Further, in case any repair/demolition or further construction is necessitated, the same shall be



carried out by the Contractor at its own costs. Any penalty amount, if imposed by NOIDA in respect of deviation shall also be borne by the Contractor. However, the Company in its discretion may agree to consider and bear some portion of such an amount upon mutual agreement with the Contractor.

## **7. WARRANTY**

- 7.1. The Contractor has agreed to undertake the Works as per the Scope of Work and warrants to undertake the comprehensive repair of the Works during the Warranty Period. During such period, Contractor shall provide complete support for problem and shall be liable for providing necessary services and repairs, if any required for the proper maintenance of the Works. The Company shall notify to the Contractor in case any claim is made under warranty under this Agreement. Upon receipt of the notice, the Contractor shall provide the response within 7 (seven) days and during the Warranty Period carry out the required repair and replacement with all reasonable speed, as may be necessitated. The warranty shall include all items supplied, installed, designed, developed, deployed and maintained by the Contractor under this Agreement and shall have no defect arising from design or workmanship or from any act or omission of the Contractor that may develop under normal use. The performance of any service and repair work shall be consistent with the established and accepted standard for such service/work.
- 7.2. The Contractor shall attend to all the defects/repairs required (as the case may be) upon being notified by the Company within a period of 10 (ten) days. In case the Contractor has been negligent or despite having been notified of the problem is unable to rectify/repair or provide any support within a period of 10 (ten) days then the Company may engage a third party to rectify or to carry out such repairs as may be required. The Company shall recover from the Contractor all the payments and costs paid to any such third party engaged for performing the repair work or for providing any related support or service. All applicable taxes and other associated costs shall also be claimed from the Contractor. Such claimed amount would have to be paid by the Contractor within a period of 15 (fifteen) days and in case of failure thereof, the Company may recover the amount thereof by way of invocation of the Bank Guarantee as is to be provided by the Contractor under this Agreement.

## **8. INSURANCE**

- 8.1. The Contractor shall at its own cost take insurance to cover the payment of gratia amount of Rs. 5,00,000/- (Rupees Five lakhs only) per head in case of fatal accidents while on duty, to the contract labour engaged in addition to the coverage under ESI Scheme / Employees Compensation Insurance Policy, whichever is applicable.
- 8.2. Adequate insurance shall be taken and the Contractor alone be responsible for upkeep and safe custody of the material, equipments, implements and articles brought at the Site in connection with performance of Works also such insurance will cover commotion, weather conditions, accidents of all kinds, fire etc. The insurance should cover injury, damage or any other risks in respect of its engineers and other supervisory staff who are not covered under Employees State Insurance Act. The insurance policy shall also cover third party liability relating to loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/properties during construction activities at Site. The Contractor's failure in this regard shall not relieve him of any of his responsibilities and obligations under this Agreement.



## **9. INDEMNITY**

- 9.1. The Company shall not be liable for or in respect of any damages or compensation payable under the law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Subcontractor, if any. The Contractor shall indemnify and keep indemnified the Company against all such damages and compensation in respect of the Works and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.
- 9.2. The Company shall indemnify and hold harmless the Contractor, the Contractor's personnel, and their respective agents, against and from all claims, damages, losses and expenses in respect of bodily injury, sickness, disease or death, which is attributable to any gross negligence, willful act or breach of the Agreement by the Company, Company's personnel, or any of their respective agents.
- 9.3. The Contractor warrants and indemnifies the Company its officials, directors against any action taken by the third party against the Company in respect of for dissemination of wrong information and its consequences or for any act, acts/omissions not mutually agreed between the Parties. The Contractor shall indemnify the Company against any loss suffered due to the negligent acts and omission of the Contractor or the personnel engaged by him for the purpose of any activity in connection with the Works.
- 9.4. In case the Company is required to bear any liability due to partial compliance/noncompliance of statutory obligations or for any act of failure by the Contractor then the Company shall be entitled to claim and recover any amount as may be paid to meet such liability. Upon any such claim made to the Contractor, the amount shall be paid by the Contractor within 15 (fifteen) days. In case the amount is not paid by the Contractor within such stipulated time, the Company shall be further entitled to receive interest @ 10 (ten) % per annum on such claimed amount.

## **10. LIQUIDATED DAMAGES**

- 10.1. The Company may in its own discretion and without prejudice to all its other remedies under the Agreement, recover or deduct from the Total Costs, as Liquidated Damages ("LD") a sum equivalent to 0.2 % (zero point two percent) of the Total Costs per day, as LD, for the period of delay subject to the LD not exceeding 10 % (ten percent) of the Total Costs ("LD Cap"). Such LD amount has been discussed and agreed to be a genuine pre-estimate of the damages agreed by the Parties hereto and shall not be considered as penalty or alike.
- 10.2. Further, notwithstanding anything contained hereinabove, Contractor shall be liable to Company for payment of LD as specified in this Agreement, if the Works is not completed by the Contractor to meet the requirements within the Time for Completion, the Company shall be free to impose LD as per the terms of the Agreement. In addition Company hereby reserves the right to terminate the Agreement in case the LD Cap is reached. LD would not be applicable in the following events for the period of delay:
- 10.2.1. In case the delay results due to events allowed under the Agreement or in case the delay is approved on the basis of mutual agreement between the Parties. In such an event, the Time for Completion of the



Works shall stand extended on the basis of mutual agreement between the Parties;

- 10.2.2. In case the delay in completion of the Works is proven by the Contractor to be due to any reason which can be directly attributable to the Company.

## **11. RIGHT TO AUDIT**

- 11.1. The Contractor shall establish and maintain a reasonable accounting system that enables the Company to readily identify the Contractor's expenses, costs of goods, and use of funds. The Company shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files.
- 11.2. The Contractor shall retain all records (invoices, quotations, purchase orders, receipts, approvals etc.) during the term of this Agreement and for a period as is required under the provisions of statutory laws after the completion of this Agreement, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time on request by the Company, whether during or after completion of this Agreement, and at the Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as is required) by the Company.

## **12. TERMINATION AND SUSPENSION**

- 12.1. This Agreement can be terminated by either Party by giving an advance notice in writing of 60 (sixty) days. However, in case of material breach of any term of this Agreement by the Contractor, the LD Cap is reached and/or or failure to meet the requirements under this Agreement, then the Company shall have the right to terminate this Agreement at a written notice of 7 (seven) days. In addition to above, in case of the Company's failure to make the payment due under Clause 4.5 for more than 60 (sixty) days, then the Contractor shall have the right to terminate the Agreement at a written notice of 14 (fourteen) days or suspend or slowdown of the Works at a written notice of 7 (seven) days.
- 12.2. Notwithstanding anything contained herein, in the event of any proceedings, voluntary or involuntary, for bankruptcy or insolvency or winding-up against any Party to this Agreement or in the event of the appointment, with or without the Party's consent of an assignee for the benefit of creditors, or of a receiver, this Agreement shall stand automatically terminated. Such termination shall however not affect the rights and liabilities accrued to either Party before the date of such termination.
- 12.3. In case the Agreement is terminated for any reason by the Contractor then in such an event, the proportionate Mobilization Amount (as mentioned in **Annexure-IV** (Payment of the Total costs) of this Agreement) provided to the Contractor and which has not been adjusted by the Company shall have to be returned back to the Company within a maximum period of 30 (thirty) days. However, if the termination caused is due to the reason attributable to the Company, Mobilization Amount will be returned to the Company after



deduction of the reasonable Contractor's cost for the termination as is mutually agreed by the Parties.

### **13. LIMITATION OF LIABILITY**

- 13.1. Subject to Clause 13.2 and 13.3, the aggregate liability of a Party to the other Party in respect of any and all claims or liabilities arising out of or in connection with any breach of this Agreement shall not, in the aggregate, exceed the Total Cost.
- 13.2. The foregoing limitation of liability shall not apply to: (i) breach of indemnity obligation under Clause 9 and (ii) liabilities arising out of willful misconduct, fraud or willful misrepresentation by the Party.
- 13.3. Neither Party shall be liable to the other Party for any indirect, remote, special, exemplary or punitive damages or consequential damages of such other Party, such as loss of business opportunity, goodwill or loss of profits, whether foreseeable or not, provided however, that the foregoing limitation and exclusion shall not apply to losses or liabilities arising out of (i) willful misconduct, fraud, willful misrepresentation by the Party; (ii) any liability arising by breach or violation of the Applicable Laws; or (iii) infringement of any intellectual property rights of any third party.

### **14. ASSIGNMENT**

- 14.1. The Parties shall not assign this Agreement or assign any rights or delegate any duties under this Agreement, in whole or in part, without the prior written consent of the Parties. Any attempt to assign or transfer any of the rights, duties and/or obligations herein shall render such attempted assignment or transfer null and void.

### **15. RELATIONSHIP OF THE PARTIES**

- 15.1. It is expressly agreed between the Parties that this Agreement is made between two independent parties and nothing contained herein shall be construed to imply an employer / employee relationship, joint venture between the Parties or to imply that the Contractor is an agent or legal representative of the Company for any purpose. This Agreement is entered by the Parties on Principal to Principal basis. Neither Party has any right or authority to accept any service of process or to receive any notices on behalf of the other Party or to enter into any binding commitments, undertakings or contracts purporting to obligate the other Party in any way or to amend modify or vary any existing contract to which the other Party may be a Party. It is further expressly clarified that the Company shall have no employer / employee relationship whatsoever with the employees of the Contractor and it shall be the Contractor's sole responsibility and discretion as an independent employer to employ, remunerate and supervise, its employees or to terminate their services, on such terms and conditions as it may deem fit.

### **16. ENTIRE UNDERSTANDING**

- 16.1. The Parties hereto confirm and acknowledge that this Agreement along with Annexure(s) shall constitute the entire of understanding and agreement between them as to the subject matter and shall supersede and override all prior or contemporaneous negotiations written or oral understandings and agreements between the Parties with respect to the subject matter of this Agreement, and no agreement or understanding varying or extending the same



shall be binding upon any Party hereto unless arising out of the specific provisions of this Agreement.

## **17. NOTICE**

17.1. Any notice(s) required or permitted to be given to the Parties hereunder shall be in writing and sent by: (a) registered post, postage prepaid and/or (b) by hand-delivery duly acknowledged to such address of the other Party as is set out herein below or to such other address as the Parties may specify from time to time. Unless communicated otherwise in writing, such notice(s) shall be addressed to the other Party's following addresses:

**COMPANY:**                      **HEAD - UTILITY**  
**SAMSUNG INDIA ELECTRONICS PVT. LTD.,**  
B-1, Sector -81, Phase - II, Noida

**CONTRACTOR:**                **SAMSUNG C&T INDIA PVT. LTD.,**  
15<sup>th</sup> Floor, Block B, Building No.5 (Epitome),  
Cyber City, DLF Phase III,  
Gurgaon - 122 002 India

## **18. WAIVER AND SEVERABILITY**

18.1. Any failure by either of the Party in exercising any of the right, power or privilege hereunder shall not act as a waiver nor shall any single or partial exercise hereof preclude any further exercise of any rights, power or privilege by such Party. If any part, term or provision of this Agreement not being of a fundamental nature is declared or found to be illegal, unenforceable or void in any respect, the Parties shall negotiate in good faith to agree upon a substitute provision or terms that is legal, enforceable and is as nearly as possible consistent with the intentions underlying the original provision. If the remainder of this Agreement is not materially affected by such declaration or finding and is capable of substantial performance, than that term or provision or part thereof shall to the extent deemed unenforceable shall not form part of this Agreement and the remainder of the Agreement will be enforced to the extent permitted by law.

## **19. GOVERNING LAW AND DISPUTE REDRESSAL PROCESS**

19.1. All disputes or differences of any kind whatsoever any claim, cross-claim, counter claim or set-off regarding any right, liability, act, omission on account of any of the Parties hereto arising out of or in relation to construction, meaning, scope, operation or effect of this Agreement or any breach of this Agreement, termination or validity thereof or any matter incidental thereto, shall be amicably settled by the Parties. The Parties shall make efforts in good faith to amicably resolve such dispute. If such disputes or differences cannot be amicably resolved by the Parties within 30 (thirty) days of its occurrences, or such longer time as is mutually agreed, such disputes shall be referred to arbitration. The number of the arbitrators shall be 3 (three) and appointment of arbitrators shall be made in accordance with Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted under the provisions of Arbitration and Conciliation Act, 1996 or any enactment/amendment thereto shall govern the arbitration proceedings. The arbitration proceedings shall be conducted in English language and the seat of arbitration proceedings shall be Delhi.



19.2. The award of the arbitrator shall be final, conclusive and binding on all the Parties to the Agreement, the arbitration proceedings shall be conducted in English language and the proceedings shall be held at Delhi. Each Party shall bear its own cost of arbitration. During the pendency of the disputes (if any) the Contractor shall continue to provide the Works hereunder, without any demur.

19.3. Subject to the forgoing, this Agreement shall be governed by the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all matters pertaining to this Agreement.

## **20. AMENDMENT AND MODIFICATION**

20.1. This Agreement shall not be amended, altered or modified, or any provision herein shall not be waived except by an instrument in writing expressly referring to this Agreement and signed by the duly authorized representatives of both the Parties, and no verbal Agreement or conduct of any nature relating to the subject matter hereof or to the relationship between the Parties will be considered valid and enforceable.

## **21. SURVIVAL**

21.1. The termination of this Agreement as against the Contractor shall in no event terminate or prejudice (a) any right or obligation arising out of or accruing under this Agreement attributable to events or circumstances occurring prior to such termination; (b) the provisions of this Agreement that by their nature are intended to survive the termination of this Agreement includes Clause 4 to Clause 22.

## **22. OTHER TERMS AND CONDITIONS**

22.1. The Contractor shall have no claim whatsoever against the Company or any of its associates/holding/subsidiary companies for any extra service/work, unless such service/work (if any) has been expressly agreed in writing prior to rendering of such services in connection with the Works.

22.2. The Contractor hereby agrees to provide all the relevant details, reports, Documents in English language and in case any Documents is in any other language than in respect of such Documents the Contractor shall provide a true translated copy in the English language. In case of any conflict or dispute in respect of the Documents provided in a different language, the Document provided in English language shall prevail.

22.3. This Agreement shall be executed in two counterparts one each to be retained by the respective Parties. Each counterpart shall be treated as an original and shall be capable of being enforced without reliance on the other counterparts as an original document.



**IN WITNESS WHEREOF** the Parties have by their duly authorized representatives set their respective hands on this day month and year first hereinabove mentioned.

| for SAMSUNG INDIA ELECTRONICS PVT. LTD.                                           | for SAMSUNG C&T INDIA PVT. LTD.                                                    |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
|  |  |
| <b>NAMWOOK KANG</b>                                                               | <b>JINHYUN AN</b>                                                                  |
| <b>CHIEF FINANCIAL OFFICER - NOIDA FACTORY</b>                                    | <b>MANAGING DIRECTOR</b>                                                           |

**WITNESSES:**

1. SURJEET PAL SHARMA

*Sp Sharma*

15th Floor, Tower B, DLF Building  
No-05, DLF Cyber City, Phase-III  
Gurgaon Gurgaon (Haryana) 122002  
INDIA.

2. MEHDI HASSAN ANSARI

*M Hassan*

6th Floor, DLF Centre  
Sausad Marg, New Delhi-110001

*Ansari*

## ANNEXURE -I

### SCOPE OF WORK

The Contractor shall carry out the following construction activities under the **Phase - II** of the Project:

1. The Contractor shall be constructing the following buildings at the Site and would also be taking steps for the creation of related infrastructure. The activities related to construction would cover the entire construction work related to such buildings which shall *inter alia* include all civil, mechanical and electrical work. The buildings to be constructed by the Contractor are as follows:

| AREA (IN SQUARE METER) |                                                                                                                                             |                                             |                             |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-----------------------------|
| LAND                   |                                                                                                                                             | 1,29,000                                    |                             |
| S. No.                 | PARTICULARS                                                                                                                                 | MOBILE PLANT BUILDING                       | REFRIGERATOR PLANT BUILDING |
| 1                      | ASSEMBLY LINE/<br>PRODUCTION AREA                                                                                                           | Ground Floor:16,385<br>1st Floor :19,874    | Ground Floor : 20,331.00*   |
|                        |                                                                                                                                             | <b>TOTAL : 36,259</b>                       | <b>TOTAL : 20,331.00*</b>   |
| 2                      | PRODUCTION<br>ANCILLARY FACILITIES:<br>(Warehouse, CDC,<br>Staircases, Rest Area,<br>Toilets, AHU rooms,<br>panel rooms, Elevators<br>etc.) | Ground Floor : 20,546<br>1st Floor : 14,432 | -                           |
|                        |                                                                                                                                             | <b>TOTAL : 34,496</b>                       |                             |
| 3                      | 2nd FLOOR ROOF                                                                                                                              | <b>10,809.675</b>                           |                             |
| 4                      | SERVICE AREA                                                                                                                                | <b>1385.87</b>                              |                             |
| <b>OTHER BUILDINGS</b> |                                                                                                                                             |                                             |                             |
| 5                      | CAFETERIA & OFFICE<br>BUILDING                                                                                                              | Ground Floor (Dining)                       | <b>5236.423</b>             |
|                        |                                                                                                                                             | 1st Floor (Office)                          | <b>4852.514</b>             |
|                        |                                                                                                                                             | Roof                                        | <b>362.45</b>               |
|                        |                                                                                                                                             | Service Area                                | <b>147.788</b>              |
|                        |                                                                                                                                             | <b>TOTAL</b>                                | <b>11,217.02</b>            |
| 6                      | SECURITY BUILDING -1                                                                                                                        | Ground Floor                                | <b>383.04</b>               |
|                        |                                                                                                                                             | 1st Floor                                   | <b>318.24</b>               |
| 7                      | SECURITY BUILDING -2                                                                                                                        |                                             | <b>47.70</b>                |
| 8                      | SECURITY BUILDING -3                                                                                                                        |                                             | <b>137.346</b>              |
| 9                      | WASTE SEGREGATION<br>AREA                                                                                                                   | Ground Floor                                | <b>2632.50</b>              |
|                        |                                                                                                                                             | Basement                                    | <b>510.30</b>               |
| 10                     | UTILITY BUILDING 1 & 2                                                                                                                      | Ground Floor                                | <b>4222.375</b>             |
|                        |                                                                                                                                             | 1st Floor                                   | <b>3904.00</b>              |



2. The details in brief of the Works to be varied out in Buildings shall be as under:

2.1. In the **Mobile Plant Building**, the following construction activities would be performed by the Contractor.

| <b>MOBILE PLANT BUILDING</b> |                                                                                            |
|------------------------------|--------------------------------------------------------------------------------------------|
| <b>S. No.</b>                | <b>PARTICULARS</b>                                                                         |
| 1                            | Construction of Main Building                                                              |
| 2                            | Construction of Non-Finishing Area within Main Building                                    |
| 3                            | Construction of Dock Area within the Main Building along with related facilities           |
| 4                            | Construction of Roof Structure of the Main Building                                        |
| 5                            | Complete setup and arrangement of the commissioning of Clean room within the Main Building |

2.2. In the **Cafeteria and Office Building**, the following construction activities would be performed by the Contractor.

| <b>CAFETERIA &amp; OFFICE BUILDING</b>        |                                                                                                                                                           |
|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>S. No.</b>                                 | <b>PARTICULARS</b>                                                                                                                                        |
| <b>CAFETERIA</b>                              |                                                                                                                                                           |
| 1                                             | Construction of Main Building                                                                                                                             |
| 2                                             | Construction of Non-Finishing Area within Main Building                                                                                                   |
| 3                                             | Construction of Kitchen block and Dining Hall                                                                                                             |
| 4                                             | Washroom, Kitchen Equipments Cleaning Room, Storage area, internal Ducting and ventilation                                                                |
| 5                                             | AHU Room, Piping, Plumbing, Sanitary fixture and fittings as per the requirement                                                                          |
| <b>OFFICE BUILDING (1<sup>st</sup> Floor)</b> |                                                                                                                                                           |
| 1                                             | Construction of Main Building                                                                                                                             |
| 2                                             | Construction of Non-Finishing Area within Main Building                                                                                                   |
| 3                                             | Construction of Office Area, Washroom, Server Room, Storage Area, Meeting Room, Reception, AHU Room, Piping, Ducting and all related interior infra work. |



- 2.3. In the **Utility Building -1**, the following construction activities would be performed by the Contractor

| <b>UTILITY BUILDING - 1</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>S. No.</b>               | <b>PARTICULARS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 1                           | Construction of Main Building                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2                           | Construction of Non-Finishing Area within Utility Building                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 3                           | Construction of required trench for cables and pipes, Spare parts storage & Maintenance workshop; Washroom, Rest Area, Shift Office, Control office for Utility Equipments, Fire Control Centre,; Installation of electrical panels; Making acoustic walls; Preparation of foundation; Necessary design and support structure fabrication; Installation of Cable tray, Pipe rack, System for fire prevention and cables; Carrying out all connected work related to electrical/mechanical/pneumatic system in respect of the utility equipments * |

- 2.4. In the **Utility Building - 2**, the following construction activities would be performed by the Contractor.

| <b>UTILITY BUILDING - 2</b> |                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>S. No.</b>               | <b>PARTICULARS</b>                                                                                                                                                                                                                                                                                                                                                                                    |
| 1                           | Construction of Main Building                                                                                                                                                                                                                                                                                                                                                                         |
| 2                           | Construction of : Non-Finishing Area within Utility Building; Underwater Storage Water Tank; Washroom, Rest Area, Shift Office, Control office for Utility Equipments, Fire Control Centre, Spare parts storage & Maintenance workshop; Overhead Storage Water Tank; Pump House; Diesel Yard and installation of its related required equipments                                                      |
| 3                           | Construction of required trench for cables and pipes; Installation of electrical panels; Making acoustic walls; Preparation of foundation; Necessary design and support structure fabrication; Installation of Cable tray, Pipe rack, System for fire prevention and cables; Carrying out all connected work related to electrical/mechanical/pneumatic system in respect of the utility equipments * |

- \* Utility Equipments herein shall refer to the equipments purchased separately as per the requirement of the Company.

The Cost for Utility equipment and its installation shall be discussed, considered and agreed between the Contractor and the Company separately.



- 2.5. In the **Waste Segregation Area**, the following construction activities would be performed by the Contractor.

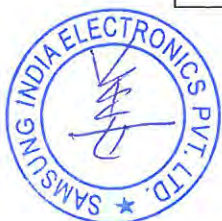
| <b>WASTE SEGREGATION AREA</b> |                                                                                                                                                                                                                            |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>S. No.</b>                 | <b>PARTICULARS</b>                                                                                                                                                                                                         |
| 1                             | Construction of Main Building                                                                                                                                                                                              |
| 2                             | Construction of Non-Finishing Area within Main Building                                                                                                                                                                    |
| 3                             | Construction and installation of Weighing Bridge, Storage Partition for waste segregation; construction of Office for control of waste segregation and installation of all related equipments concerning waste management. |
| 4                             | Construction and installation of Truck Stopper; Barriers; Rain Shed ; Washroom and Refreshment Area                                                                                                                        |

- 2.6. In the **Security Building**, the following construction activities would be performed by the Contractor.

| <b>SECURITY BUILDING</b> |                                                                                                                                                                                                  |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>S. No.</b>            | <b>PARTICULARS</b>                                                                                                                                                                               |
| 1                        | Construction of Main Building                                                                                                                                                                    |
| 2                        | Construction of Non-Finishing Area within Main Building                                                                                                                                          |
| 3                        | Construction of Washroom, PA System room; Reception, Customer Interfacing Room, Control Room, Enquiry/Discussion Room complete with all ancillary equipments related to building interior infra. |

3. The Contractor shall be performing the following Work in the above mentioned Buildings.

| <b>S. No.</b> | <b>SUMMARY OF WORK (IN BRIEF)</b> |
|---------------|-----------------------------------|
| <b>A</b>      | <b>TEMPORARY WORK</b>             |
| 1             | Temp. Office                      |
| 2             | Temp. Mechanical Work             |
| 3             | Temp. Electrical Work             |
| <b>B</b>      | <b>CIVIL WORK</b>                 |
| 1             | Earthwork in Excavation           |
| 2             | Earthwork in Filling              |
| 3             | Subsurface Drainage               |
| 4             | Earthing & Lightning Protection   |
| <b>C</b>      | <b>STRUCTURAL WORK</b>            |
| 1             | Piling Work                       |
| 2             | Concrete Work                     |

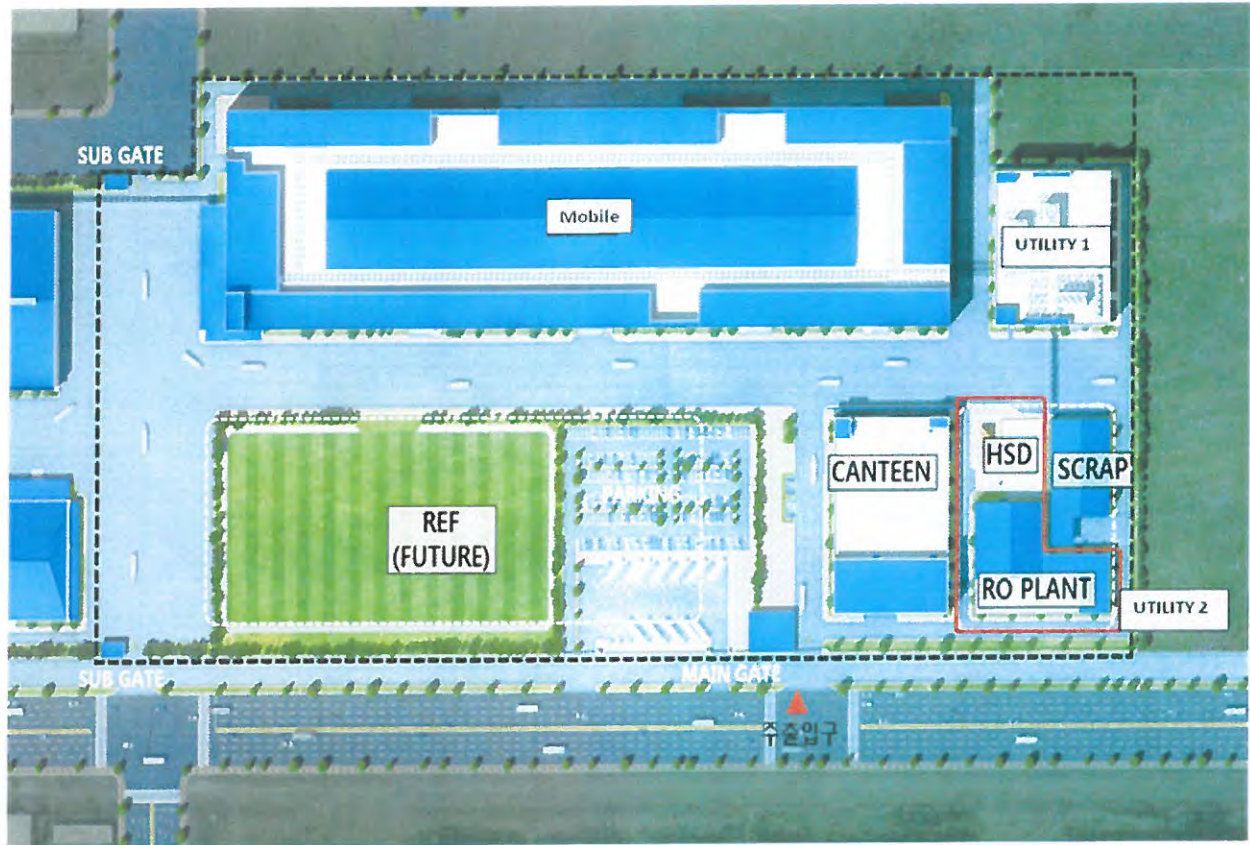


| S. No.   | SUMMARY OF WORK (IN BRIEF)                                            |
|----------|-----------------------------------------------------------------------|
| 3        | Reinforcement Work                                                    |
| 4        | Form Work                                                             |
| 5        | Steel Structure Work                                                  |
| 6        | Other MISC Structural Works                                           |
| 7        | Cement and Cementations Material                                      |
| 8        | Supply of Reinforcement                                               |
| 9        | Supply of Structural Steel                                            |
| <b>D</b> | <b>ARCHITECTURAL WORK</b>                                             |
| 1        | Masonry & Plastering                                                  |
| 2        | Metal Works                                                           |
| 3        | Waterproofing Work                                                    |
| 4        | Membrane Roofing                                                      |
| 5        | Façade/Cladding/Curtain Wall                                          |
| 6        | Drywall Partition                                                     |
| 7        | Floor Finish                                                          |
| 8        | Wall Finish                                                           |
| 9        | Ceiling Finish                                                        |
| 10       | Doors including Hardware                                              |
| 11       | Painting                                                              |
| 12       | Metal Works including Hand Rails & Gutters                            |
| <b>E</b> | <b>MECHANICAL WORK (Excluding Equipment)</b>                          |
| 1        | Plumbing & Sanitary                                                   |
| 2        | HVA & Duct                                                            |
| 3        | Fire Fighting                                                         |
| 4        | MISC. Other Works related to Plumbing & Sanitary, HVAC, Fire Fighting |
| 5        | RO/SWRO Work                                                          |
| <b>F</b> | <b>ELECTRICAL WORK (Excluding Equipment)</b>                          |
| 1        | Electrical Work                                                       |
| 2        | HLV                                                                   |
| 3        | ELV                                                                   |
| 4        | Elevator                                                              |
| <b>G</b> | <b>EXTERNAL WORK &amp; LANDSCAPING</b>                                |
| 1        | Hardscape                                                             |
| 2        | Softscape                                                             |

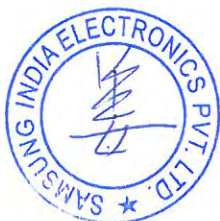
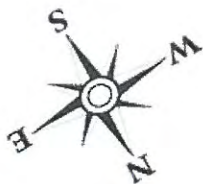


**LAYOUT FOR THE BUILDINGS AT THE SITE**

The Contractor shall perform the activities related to construction at the Site in accordance with the layout for the buildings as provided for herein below. The layout herein below depicts the buildings proposed to be constructed at the Site.



*(The image hereinabove is used merely for illustrative purposes only and may not be the actual representation of the land)*



**FORM OF FINAL COMPLETION CERTIFICATE**

*(Final Completion Certificate to be submitted by the Contractor on its letter head)*

**FINAL COMPLETION CERTIFICATE UPON COMPLETION OF THE PROJECT**

**SAMSUNG INDIA ELECTRONICS PVT.LTD.,  
B-1, SECTOR -81, PHASE-II,  
Noida**

**KIND ATTN.: HEAD - UTILITY DEPARTMENT**

We certify that the entire Works undertaken by us for Samsung India Electronics Pvt. Ltd. at Site: 001C, Block-B, Sector-81, Phase-II, Noida, Uttar Pradesh conforms to the Scope of Work stipulated in **Annexure-I (Scope of Works)** of the Agreement for Construction Activities executed on [REDACTED] ("Agreement"). The Works complies with all the technical and functional specifications stipulated in Documents (as defined under the Agreement).

The entire Works has been completed by us on [REDACTED] and we shall have the entire obligation and responsibility to undertake the repair/ maintenance as may be required in respect of the Works performed under the Agreement. Our responsibility in respect of the Works as mentioned hereinabove shall begin from the date the entire Work is certified by the authorized representative of the Company and shall extend to the period of 12 (twelve) months thereafter.

We agree and accept that the approval and certification by the authorized representative of the Company shall be final and binding on us. We also reconfirm that we agree to all the terms and conditions of the Agreement.

**for and on behalf of** << *Mention the complete name of the Contractor* >>  
**(Contractor)**

Date  
Place:

**Authorized Signatory**

**ACCEPTANCE OF THE WORKS**

.....  
Subject to the above mentioned condition, the completion of the Works is hereby approved.

for and on behalf of **SAMSUNG INDIA ELECTRONICS PVT. LTD.**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_ **(Authorized Representative)**  
Date: \_\_\_\_\_



**PAYMENT OF THE TOTAL COSTS**

**A PAYMENT TERMS**

1. Subject to the terms mentioned in Clause 4.1 of the Agreement, the Company shall pay to the Contractor, an amount of Rs. **12,39,87,11,980** /- (One Thousand Two Hundred Thirty Nine Crores Eighty Seven Lakhs Eleven Thousand Nine Hundred and Eighty only / Twelve Billion Three Hundred Ninety Eight Million Seven Hundred Eleven Thousand Nine Hundred and Eighty only) as Total Costs for the complete Works under the Scope of Works to be carried out under the Agreement. The Total Costs is exclusive of applicable taxes. The Contractor shall be entitled to receive the payment only towards the Works actually performed and which has been duly checked, verified and certified by the authorized representative of the Company. Revision of the above mentioned Total Costs, if any, shall be required to be agreed mutually between the Parties in writing by the authorized representatives of the Parties.
2. Applicable GST or other applicable taxes chargeable shall be borne by the Company upon the Contractor providing invoice(s) stating separately, the cost and applicable taxes in accordance with the statutory requirements, rules and regulations governing such taxes. The Company shall make the necessary deductions / adjustments as may be required under the Applicable Laws, including any deduction which is required under the Income Tax Act, 1961 and in respect of the work contract tax related to the Works performed at Site. In case of tax deduction, TDS certificate shall be issued within the period stipulated under the Income tax Act. Any payment by the Company under this Agreement shall be made only on completion of that particular Works to the satisfaction of the Company as per the provision of the Agreement.

**3 SUBMISSION OF BANK GUARANTEE**

The Contractor shall, at least 15 (fifteen) days prior to the release of the Retention Amount under this Agreement, submit an unconditional and irrevocable bank guarantee acceptable to the Company which shall be provided by the Contractor for securing the Company towards the implementation and comprehensive maintenance (including any damage and defects related to the Works performed) of the Works and other terms, conditions, covenants, stipulations, provisions of the Agreement / the said Documents. Such bank guarantee shall be for an amount which shall be equivalent to 5 (five) % of the Total Costs and would have to be issued from the scheduled bank (as prescribed by the Reserve Bank of India) and would be for an amount equivalent to the accumulated Retention Amount as is confirmed by the Finance Department of the Company.

The Bank Guarantee to be provided by the Contractor shall cover a period of 12 (twelve) months from the date on which the Final Completion Certificate is duly certified by the authorized representative of the Company. The Bank Guarantee shall be as per the format provided in **Annexure-V** (Form of Bank Guarantee) of this Agreement. Such Bank Guarantee can be invoked by the Company in the event there is failure



on the part of the Contractor to rectify and complete defects / repair defects / supplied materials during the Warranty Period.

- 4 The amount as mentioned hereinabove shall be paid to the Contractor as per the **Table - 1** herein below:

**Table-1**

| PARTICULARS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | AMOUNT                        |                                                                                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TOTAL COSTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Rs. 12,39,87,11,980.00</b> |                                                                                                                                                                                                                                                                                                 |
| <ul style="list-style-type: none"> <li><b><u>Mobilization Amount</u></b></li> </ul> <p>Company, in its own discretion has agreed to provide the Contractor an interest free advance of an amount equivalent to 35% (thirty five percent) of the Total Costs.</p>                                                                                                                                                                                                                                                                                                                                                                                          | Rs. 4,339,549,193/-           | This amount shall be released to the Contractor as per mutual agreement upon a written request made to the Company after execution of the Agreement. No proforma invoice shall be raised by the Contractor at the time of seeking mobilization amount. Only a request letter shall be provided. |
| <ul style="list-style-type: none"> <li><b><u>Remaining amount</u></b></li> </ul> <p>The remaining amount shall be paid on the basis of the invoices raised by Contractor from time to time for the activities carried out towards the Works performed under the scope of Works agreed under this Agreement, which is duly certified by the authorized representative of the Company.</p>                                                                                                                                                                                                                                                                  | Rs. 8,059,162,787/-           |                                                                                                                                                                                                                                                                                                 |
| <b>ADJUSTMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |                                                                                                                                                                                                                                                                                                 |
| <ul style="list-style-type: none"> <li><b><u>Recovery of Mobilization Amount</u></b></li> </ul> <p>From the value of invoice(s) raised by the Contractor for the completed Works which is duly certified by the authorized representative of the Company, an amount equivalent to 35% (thirty five percent) from such invoice(s) (excluding taxes) shall be adjusted towards the advance amount provided by the Company to the Contractor as Mobilization amount.</p>                                                                                                                                                                                     |                               |                                                                                                                                                                                                                                                                                                 |
| <ul style="list-style-type: none"> <li><b><u>Retention Amount</u></b></li> </ul> <p>The Company shall retain 5 % (five percent) of the amount mentioned in invoice(s) (excluding taxes) towards the Retention Amount (as mentioned in Clause 4.6 of this Agreement). Such Retention amount shall be released upon submission of the Final Completion Certificate by the Contractor along with the final invoice to be submitted for the completion of the Works under the Agreement and subject to the condition that a Bank Guarantee is submitted as per the requirement mentioned herein above. Such Retention Amount shall not bear any interest.</p> |                               |                                                                                                                                                                                                                                                                                                 |





exceeding Rs. \_\_\_\_\_ /- (**Rupees ..... only**) or any lesser sum specified by the Company by transfer to an account in the Company's name at such bank as the Company shall stipulate or in such other manner as shall be acceptable to Company, upon receipt of Company's written request. Such written request shall be conclusively binding on the Bank for all purposes under this Bank Guarantee.

- 2 We agree that any changes, modifications, additions or amendments which may be made to the Agreement, or in the Works/ services/ supplies to be performed under the Agreement, or in the payments to be made on account thereof, or any extensions of the time for performance or other forbearance on the part of either the Company or Contractor to the other or to any other guarantor of the obligations of either of them, shall not in any way release us from our continuing liability hereunder, and we expressly waive our rights to receive notice of any such changes, modifications, additions, amendments, extensions or forbearance.
- 3 We further agree that any payment made hereunder shall be made free and clear of and without deductions for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.
- 4 The Bank further agrees and undertakes that this Bank Guarantee, shall be payable by the Bank within a period of 24 hours of the receipt of the notice or the next working day (in case of the day of payment is Sunday or a gazetted holiday) notwithstanding any disputes pending before any Court, Tribunal, Arbitrator and/or other matter or thing whatsoever, as the liability under this Bank Guarantee is **absolute and unequivocal**.
- 5 This Bank Guarantee shall not be determined or discharged under any circumstances unless the same is discharged in writing by the Company, and notwithstanding the liquidation, winding up, dissolution, merger or amalgamation of the Contractor, this Bank Guarantee shall remain valid and operative against the Bank.
- 6 The Bank agrees that the Company may at its option be entitled to enforce this Bank Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Vendor and notwithstanding any security and other guarantees and remedies that may be available to the Company against the Vendor.
- 7 The Bank confirms that it shall not be entitled to any of the rights or benefits conferred on sureties by Sections 133, 134, 135, 139, 140 and 141 of the Indian Contract Act, 1872. This Bank Guarantee shall not be determined or in any way prejudiced by any absorption of the Bank with or by any amalgamation thereof with any other entity or concern but shall inure to the benefit of Company and be available for and by the absorbing or amalgamated entity or concern. This Bank Guarantee shall come into force from the date of its issuance and shall be valid up to and including \_\_\_\_\_ (i.e. the "Expiry date"). *[mention the date till which the Bank Guarantee will be valid]*

Notwithstanding anything contained herein above,

- 1 The liability of the Bank under the guarantee shall be limited to **Rs. .... /- (Rupees ..... only)** and shall remain valid and en-cashable till \_\_\_\_\_ ("Claim Expiry Date"). *[mention the date till which the Bank Guarantee will be valid]*



- 2 The Bank is liable to pay to Company the guaranteed amount or any part thereof under this Bank Guarantee if Company serves upon Bank a written claim or demand to Bank.
- 3 This Bank Guarantee shall be governed by and interpreted under the laws of India and the competent courts in the city of Delhi shall have the exclusive jurisdiction.
- 4 This Bank Guarantee shall not be determined or discharged under any circumstances unless the same is discharged in writing by Company or till Claim Expiry date, whichever is earlier.

Dated this [REDACTED] day of [REDACTED], 20[REDACTED]

**SIGNATURE WITH NAME IN BLOCK LETTERS WITH DESIGNATION.**

\_\_\_\_\_ (Printed Name)

Banker's Common Seal [REDACTED]

Witnesses: [REDACTED] (SIGNATURE)

[REDACTED]



**PENALTY CRITERIA FOR SEVERE ACCIDENT**

For the purpose of Clause 5.2.8 of the Agreement, 'Severe Accident' shall refer to have arisen in case there is an occurrence which results in:

- (i) death of more than 1 (one) person;
- (ii) 2 (two) or more patients require more than 3 (three) months of medical treatment; or
- (iii) more than 10 (ten) person is simultaneously wounded, excluding individual diseases such as personal illnesses, etc.)

In case Severe Accident arises, the following penalty criteria may be imposed to the Contractor:

**1. The Company's requirement can be applied to the Contractor, which allows for the relapse prevention plan and limitation of project participation for the Company's other project.**

**1.1. Serious accidents occurrence :**

- 1.1.1. Submit a relapse prevention plan (Director of Business Management).
- 1.1.2. Replacement of project director, project leader and safety team leader.
- 1.1.3. Restriction on participation of bidding during 6 (six) months or 2 (two) project following completion of the Works.

**1.2. Additional consequential serious accidents in 1 (one) year :**

- 1.2.1. Submit a relapse prevention plan (Director of Business Management).
- 1.2.2. Replacement of the Contractor's project director.
- 1.2.3. Restriction on participation of bidding during 1 (one) year or 4 (four) project after completion of the Works.

**2. The Company may request for the appropriate measures to the Contractor from Subcontractor who caused the Severe Accidents, and the Contractor shall follows such request as follows:**

**2.1. Serious hazard occurrence :**

- 2.1.1. Submit a relapse prevention plan (CEO).



- 2.1.2. Replacement of the Subcontractor's project director.
- 2.1.3. Restriction on participation of bidding during 1 (one) year after completion of the Subcontract Works.
- 2.2. Additional consequential accidents in 1 (one) year :
  - 2.2.1. Submit a relapse prevention plan (CEO).
  - 2.2.2. Replacement of the Subcontractor's project director.
  - 2.2.3. Restriction on participation of bidding after completion of the Subcontract works.
- 3. **The Company will deduct following penalty from the Contractor's final payment as follows, However, the Contractor shall not pass the amount of penalty to the Subcontractor.**
  - 3.1. Serious hazard accident : Compensation Amount  $\times$  3 (three) times  $\times$  number of accident victim
  - 3.2. Two serious hazard accidents : Compensation Amount  $\times$  6 (six) times  $\times$  number of accident victims
  - 3.3. More than 3 (three) serious hazard accidents : Compensation Amount  $\times$  10 (ten) times  $\times$  number of accident victims

※Industrial accident compensation amount shall be according to the criteria prescribed by the Industrial Accident Compensation Insurance Act (Korea). However, in addition and apart from this above mentioned criterion, the Contractor shall have the entire liability for accidents at the Site and the compensation shall also be considered and provided under the Applicable Laws.

