



STANDARD TERMS AND CONDITIONS

1. SCOPE OF THE ORDER:

- 1.1. All the works to be executed by you to fulfill your obligations under this order shall be herein after briefly called "the works".
- 1.2. CBRE South Asia Private Limited may at any time, by written order, modify, change, omit or add to the Work and Services to be performed under this Work Order. If any such changes affect the costs of, or the time required for, performance of the Work an equitable adjustment in the compensation or the time for completion shall be made, subject to all other terms and conditions of this Work Order. You shall immediately proceed in accordance therewith.
- 1.3. This order is being confirmed on you, after your having understood & agreed to perform your obligations stipulated herein & the conditions of our contract with the clients in so far as the same are applicable to "the works".
- 1.4. In this order words and expressions shall have the same meaning as are respectively assigned to them in our order/contract with clients.
- 1.5. Specifications drawings and other documents mentioned in this order and all the documents, conditions mentioned in our contract with the clients to the extent as they relate to the works are deemed to be an integral and inseparable part of this order to the same extent as if fully incorporated in the text of the order itself.
- 1.6. In the case of discrepancy, contrast between any of the documents, the text & express provisions of this order shall prevail followed by all the other provisions, terms & conditions of the main order. In case of any confusion, the matter shall be submitted immediately to us for determination at your care and responsibility.

2. PRICE & TAXES:

- 2.1. **Tax will be charged extra as applicable.** Your invoice should clearly indicate the nature of Tax, rate & amount charged there against
- 2.2. For the works mentioned herein, you will be paid only for the actual quantities of work executed and according to the price or rates given in the schedule of rates/quantities forming part of the order.
- 2.3. The rate for extra Deployment will be derived from the rates for similar deployment as in the schedule.

3. UNCHANGEABILITY OF PRICE:

- 3.1. All price & rates mentioned in this order are fixed & shall not be increased for any reason whatsoever up to the Validity of this contract and will be subjected to the mutual understanding between both the parties.

4. LIQUIDATED DAMAGES FOR DELAY:

- 4.1. In case of any delays in completion of the works due to your default you shall be charged liquidated damages at the rate of 5% of your order value of each week of the delay with a ceiling of 10% of your order value. This amount will be deducted from your Final Bill.
- 4.2. No assignments by Sub-Contractor of this agreement shall be binding upon Main Contractor until prior written consent is obtained.



5. TERMS OF PAYMENT:

- 5.1. The order price mentioned herein above shall be paid to you in stages as approved by the FM/LOB involving your portion of works.
- 5.2 The bills should be submitted till 5th of every months for the services rendered in previous month. No invoices will be received after 5th of the month. In event of lapse on the above date, the invoice will be receipted only between next cycle of 1st to 5th of next month.
- 5.3 The bill will always be accompanied by Proof of Payment of ESIC, PF contribution, wage register & Duly Certified attendance (in original by Site FM/ CBRE Representative) proof for the previous Month, pertaining to Workers at our Project site, in absence of this the bill will not be processed for payment.
- 5.4 The contract is not transferable and we reserve the right to terminate the contract with 7 Days Notice Period in case of any lapses and lack of competency to carrying out the aforesaid job from your end. If contract is terminated by your end then you have to give 60 Days Notice in writing.
- 5.5 Notwithstanding anything to the contrary contained herein, GWS/CBRE shall have no obligation to pay Supplier for Supplies until GWS/CBRE has received payment from its customer for such Supplies.

6 TERMINATION:

- 6.1 If Sub-Contractor refuses or fails to prosecute the work and services with such diligence as will insure their completion within the time specified in the work order plus any extension granted by change order or otherwise breaches any provision or this Agreement the Main Contractor may, without notice or opportunity to cure, terminate Sub-Contractor's right to proceed with all or any part of the work and services. In such event the Main Contractor may take over the work and services and prosecute them to completion by contract or otherwise, and may take possession of and utilize in completing the work and services such materials as available. The rights and remedies of the Main Contractor provided in this paragraph are in addition to any other rights and remedies provided by Law or under this Agreement including the right to perform work or services improperly or not timely performed by the Sub-Contractor and to charge back the cost of performing such work or services to the Sub-Contractor.
- 6.2 The Sub-Contractor will not be entitled to any further payment until the work is completed. The Sub-Contractor is liable for all costs required to complete performance of the terminated work and services.
- 6.3 In the event of non-compliance or breach of any terms of Contract or unsatisfactory or inefficient working on the part of the Contractor, CBRE will be at liberty to revoke the Contract without giving notice or payment in lieu of notice.
- 6.4 In addition to any other rights of Buyer to cancel or terminate the Order, Buyer may at its option immediately terminate all or any part of the Order at any time and for any reason by giving written notice to Seller. Upon receipt of notice of termination, and unless otherwise directed by Buyer, Seller will:
 - (a) promptly terminate all work under the Order;
 - (b) transfer title and deliver to Buyer the finished Supplies, the work in process, and the parts and materials that Seller reasonably produced or acquired according to quantities ordered by Buyer and that Seller cannot use in producing goods for itself or for others;
 - (c) verify and settle any claims by subcontractors for actual costs incurred directly as a result of the termination and ensure the recovery of materials in subcontractors' possession;
 - (d) take actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest until disposal instruction from Buyer has been received; and
 - (e) upon Buyer's reasonable request, cooperate with Buyer in transferring the production of Supplies to a different supplier.



Upon termination by Buyer under this Section, Buyer will be obligated to pay only the following: (i) the Order price for all finished Supplies in the quantities ordered by Buyer that conform to the Order;

- (ii) Seller's reasonable actual cost of work-in-process and the parts and materials transferred to Buyer under part (b) above;
- (iii) Seller's reasonable actual costs of settling claims regarding its obligations to its subcontractors to the extent directly caused by the termination; and
- (iv) Seller's reasonable actual cost of carrying out its obligation under subsection (d).

Notwithstanding anything other provision, Buyer will have no obligation for and will not be required to pay Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, tooling, facilities and equipment rearrangement costs or rental, unamortized capital or depreciation costs, finished goods, work-in-process or raw materials that Seller fabricates or procures in amounts exceeding those authorized in the Material Releases, or general administrative burden charges from termination of the Order, except as otherwise expressly agreed in a separate Order issued by Buyer. Buyer's obligation upon termination under this Section will not exceed the obligation Buyer would have had to Seller in the absence of termination.

Seller will furnish to Buyer, within one month after the date of termination (or such shorter period as may be required by Buyer's customer), its termination claim, which will consist exclusively of the items of Buyer's obligation to Seller that are expressly permitted by this Section.

Buyer may audit Seller's records before or after payment to verify amounts requested in Seller's termination claim. Buyer will have no obligation for payment to Seller under this Section if Buyer terminates the Order or portion thereof because of a default or breach by.

7 DEFECT LIABILITY OBLIGATIONS:

- 7.1 Your defect liability obligations shall run concurrently & back to back as that on us under the main contract between ourselves & clients & shall remain valid until we have been discharged from obligations under a written certificate issued by consultants /clients.
- 7.2 GWS/CBRE SHALL NOT BE LIABLE TO SUPPLIER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS ORDER. GWS/CBRE's total liability for damages, or otherwise, resulting from its performance or nonperformance under this Order or with regards to any other obligations/responsibilities herein shall not exceed the price for the Supplies.

8 COMPLIANCE WITH LOCAL LAWS:

- 8.1 You shall observe & comply at your own cost all enactments, (such as but not limited to contract labour regulations minimum wages act. ESI act, workman compensation act, Employee provident fund act etc.) Rules and regulations, labour and other related rules and provisions, requirement of whether, local, regional, and/or central statutory bodies. You shall be responsible to maintain records as necessary at your own cost, pay fees, costs, levies, etc. as applicable in the course of compliance of enactment's, rules and regulations as aforesaid.
- 8.2 You shall be responsible to undertake adequate insurance cover for your workman, plants and machinery and take third party risk Insurance coverage as required under main contract all at your cost & responsibility.

9 QUALITY OF WORK:

- 9.1 Sub-Contractor agrees that the quality of the Work to be performed under this Agreement shall be of the same quality that is actually required to the Main Contractor in the performance of work under applicable Contract Documents. Sub-contractor also agrees to perform the Work with the same degree of skill and to assume the same risks, duties, and obligations as Main Contractor is obligated to assume pursuant to the Contract Documents.
- 9.2 The commencement of the Work shall occur as directed by Contractor. Prior to commencement of the Work, Sub-contractor shall meet with Contractor to review the work schedule, payment procedures, and all other areas of Sub-Contractor's performance under this Sub contract. Sub- contractor shall additionally participate in any such meeting required by the Contract Documents.

10 YOUR DUTIES & RESPONSIBILITIES AT SITE:

- 10.1 A site order book will be kept at our site office. Your representative will visit every day to note the instructions in the said site book & sign in the place provided in confirmation of having noted the same.
- 10.2 You shall maintain measurement book for all variable items. Any such items being installed the quantities shall be recorded in the measurement book which will be presented to Facility Manager / Regional Facility Manager for his signature
- 10.3 You shall provide minimum One Qualified Supervisor per Project and sufficient, competent and qualified personnel to execute the Work in the manner and within the time required by the Subcontract.
- 10.4 For each position requested by the Contractor and identified as "Key Personnel" the Subcontractor shall identify by name such Key Personnel and shall assign such Personnel full time to the Work. Key personnel shall not be removed from the Project or reassigned to another position on the Project without the Contractor's prior approval, which shall not be withheld unreasonably.
- 10.5 You will ensure adequate manpower in proper proportion for the related work in order to meet any situation including the work at night or holidays as the need may be, all at your cost.

11 SAFETY:

At all times you shall use suitable precautions to prevent injuries to employees on or about the site and shall comply with safety regulations such as use of helmets etc.

12 INSPECTION:

All material and workmanship is subject to inspection and test by Main Contractor at reasonable times and places. If the Work is found to be defective or non-conforming, any material defect due to the fault of Sub-Contractor, Sub-Contractor shall defray expense of such examination and inspection and of satisfactory correction and reconstruction.

13 INDEMNITY:

You shall indemnify and keep us indemnified against any and all liability/claims which may arise towards any other person/whatsoever and against all claims, demands, proceedings, damage, costs and expenses made against or incurred by us by reason of any breach on your part of the provisions & the conditions herein.

14 PUBLICITY:

The Sub - Contractor shall not issue any news releases or other public statements relating to this Agreement, the Contract Documents or the Project, without the express written consent of the Contractor.

15 ARBITRATION AND GOVERNING LAW:

- 15.1 In case of dispute concerning the work order, attempts will be made by both the parties to settle the matter amicably. In case of no resolution inspite of best efforts, the matter will be referred to arbitration as under.
- 15.2 All disputes or differences whatsoever arising between the parties out of or relating to the Construction, meaning or operation of effect of this contract/agreement or breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration and Conciliation of the



Bombay Chamber of Commerce & Industry and the Award made in pursuance Thereof shall be binding on parties.

- 15.3 All matters arising out of or any related with this agreement shall be deemed to have arisen in Mumbai and only courts in Mumbai shall have jurisdiction to determine the same.